



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: June 21, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: Ana Alves, Sr. Acquisition Agent *AA/MTC.*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of First Amendment and Renewal of the Interlocal Agreement between The School Board of Orange County, Florida and Orange County, Florida, and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required, or allowed by the agreement, as needed.

PROJECT: OCPS at Bithlo Community Park (Parks and Rec)
Bithlo Community Center
18501 Washington Avenue, Orlando, Florida 32820
Lease File #10068

District 5

PURPOSE: To amend the insurance provision of the interlocal agreement and to continue to provide space within the Bithlo Community Center for The School Board of Orange County (OCPS).

ITEM: First Amendment and Renewal of the Interlocal Agreement
Revenue: None/Services Provided
Size: Space within the Bithlo Community Center
Term: Until June 30, 2024
Options: Two, One-year renewals

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Parks and Recreation Division

REMARKS: Orange County currently provides facilities in the Bithlo Community Center located at 18501 Washington Avenue, Orlando, Florida 32820 for OCPS's Alternative Out-of-School Suspension Program under an Interlocal Agreement approved by the Board on July 7, 2020.

This action provides for the amendment of the insurance provision of the Interlocal Agreement, as well as for the exercise of the first renewal term.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 11 2023

**FIRST AMENDMENT AND RENEWAL OF THE
INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
AND
ORANGE COUNTY, FLORIDA**

THIS FIRST AMENDMENT AND RENEWAL (this “**First Amendment**”) is made effective as of the date last executed below (the “**Effective Date**”) and entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**COUNTY**”) and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate organized and existing under the constitution and laws of the State of Florida (“**SBOC**”).

WITNESSETH:

WHEREAS, COUNTY and SBOC entered into that certain Interlocal Agreement approved by the Orange County Board of County Commissioners on July 7, 2020 (the “**Interlocal Agreement**”); and

WHEREAS, the Interlocal Agreement Initial Term expires on June 30, 2023; and

WHEREAS, the COUNTY and SBOC both desire to renew the Interlocal Agreement; and

WHEREAS, the COUNTY desires and SBOC agrees to amend Section 6. Insurance, of the Interlocal Agreement; and

WHEREAS, the COUNTY and SBOC hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SBOC agree as follows:

1. The recitals set forth above are true and correct and are incorporated into this First Amendment by this reference.

2. COUNTY and SBOC hereby agree to exercise the first of the Renewal Terms provided for in Section 2.B. of the Interlocal Agreement. The first Renewal Term shall be for a term of one (1) year commencing on July 1, 2023 and terminating on June 30, 2024. Pursuant to Section 2.B.i. of the Interlocal Agreement, the COUNTY’s Manager of the Real Estate Management Division, or designee, has authority to execute this First Renewal on behalf of the COUNTY.

3. Paragraph 6. Insurance, of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 6. Insurance. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, SBOC acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

The SBOC agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the SBOC shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the COUNTY agrees to find acceptable for the coverage mentioned above.

The COUNTY's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the SBOC of its liability and obligations under this agreement.

All other terms and conditions of the above reference Interlocal Agreement shall remain in full force and effect.

(signature pages follow)

Project: OCPS at Bithlo Community Park (Parks and Rec)
Lease File #10068

IN WITNESS WHEREOF, COUNTY and SBOC have caused this First Amendment and Renewal to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Bryan W. Brooks*
Jerry L. Demings
Orange County Mayor

Date: *11 July 2023*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Craig A. Stopyna*
for Deputy Clerk

Printed Name: *Craig A. Stopyna*

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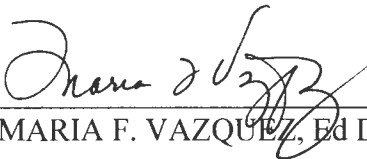
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA



TERESA JACOBS, Chair

Date: 5/23/23

ATTEST:



MARIA F. VAZQUEZ, Ed D., Superintendent

Date: 5-19-2023

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 5-5-23 Signature: V. Cocotas
Print Name: Vivian Cocotas